

RECEIVED
MILFORD TOWN CLERK

2021 DEC -9 PM 2:15



TOWN OF MILFORD, MASSACHUSETTS

MILFORD YOUTH CENTER

MILFORD YOUTH COMMISSION

24 Pearl St., Milford, MA 01757

(508) 473-1756 Phone

(508) 473-4388 FAX



Milford Youth Commission NOTICE OF MEETING

In-Person Meeting

Date: December 14th, 2021

Time: 6:15pm

Location: Milford Youth Center - Conference Room, 2nd Floor
24 Pearl St., Milford, MA 01757

A.) New Business

1. Welcome/Introduction of Ian Mick and Stacy Darling
2. Approval of meeting minutes 8/9/21, 8/18/21, 10/7/21, 11/4/21, 11/10/21
 - i. See attached
3. Proposed Re-organization
 - i. Agenda item proposed by RJ Sheedy
4. Scribe to take meeting minutes
 - i. Proposed last meeting, looking for updates from Town Administrator
5. Future dates of schedule meetings calendar
 - i. Agenda item proposed by RJ Sheedy
 - ii. January 11th 2022, February 8th 2022, March 8th 2022, April 12th 2022, May 10th 2022
 - iii. To be put on the town website Youth Commission Page
6. Craftroots March fundraiser
 - i. Agenda item proposed by Jen Ward
 - ii. They have reached out asking about the annual March fundraiser
 - iii. Event in March to get candidates to attend though the September event was better weather.
7. Town website Youth Commission Page
 - i. There's no contact information on that page
 - ii. Requesting contact information and social media links to be added to the page
8. Health Department update
 - i. Will occur every month to advise on guidelines
9. Review of discussion from Select Board meeting
 - i. Agenda item proposed by Brendan Rickert
 - ii. Generally they are in favor of lowering membership

10. Signing of warrants:

- i. 22-19 Revolving Account for \$30.40
- ii. 22-21 Revolving Account for \$93.76
- iii. 22-19 Maintenance Account for \$229.78
- iv. 22-21 Revolving Account for \$130.94
- v. 22-21 Maintenance Account for 45.52
- vi. 22-22 Maintenance Account for \$164.90
- vii. 22-23 Maintenance Account for \$93.50
- viii. 22-24 Maintenance Account for \$5.99

B.) Invitation to Speak

C.) Directors Report:

- 1. Assistant Director starting rate: \$28.42 (see attachment from Personnel Board)
- 2. After School Program:
 - a. November enrollment: See attachment
 - b. December Programs: See attachment
 - c. Staffing: Part-Time staff hires: Ciana Desena & Jaden Agnew (transfer), Paul Ault (new-hire); 4 summer camp staff returning for break
 - d. Policy Updates: Will connect with Board of Health first week in January 2022 to see if any adjustments should be made in terms of mask policy
- 3. Rentals/Other MYC Programs:
 - a. ALS tournament recap
 - b. Dec. 2021-April 2022 calendars – see attachment
 - c. Breakdown of calculation for rental charges – ex. Milford Softball
 - d. MYC AM Programs in December:
 - i. Kids Play- Board of Health approved to go forward with 0-5 play group, once a week; \$5 donation per session, parents/guardians must stay
 - ii. Senior Walking – Tuesday mornings from 10:30 am – 12:00 pm (looking to add one more day in January)
- 4. Building Updates:
 - a. Looking to start design work for Dance Room: Emailed Town Engineer on 11/1 and 11/2 to do RFP for architect to design the space; Spoke to Town Admin that we can proceed on design work without an RFP on 11/19
 - b. Snowguard's update and install estimated to start January 2022:
 - i. MYC will have to cover half of \$4K increase due to the need to add blocking: This is the actual structural component of the system that can handle the load / force created from the snow guards holding snow and ice back. It is essentially a "block" of wood, that is installed and is stronger than the plywood / roofing system that is in place. The snow and ice creates a

force on the snow guard that is parallel to the slope of the roof line and ends up being perpendicular to the snow guard itself, so if the snow guard was to just simply be “screwed” into the plywood / roofing system that is there (without blocking), they could just tear away from the roof, resulting in danger below the area and damage to the roof. - Attached are the plans associated with the snow guards, the last page, detail number 7, shows a cross section of the snow guards, the blocking is shown as wood blocking (essentially a block of wood that is stronger than the plywood) and these are installed where the brackets (stronger part) of the snow guards are attached through the roof and into the blocking.

- c. HVAC – Contract signed with ENE – see attachment
- d. Fence – accidentally damaged by Highway Department during leaf pick up but fixed on 12/7/21

5. Donations Updates:

- a. See newsletter for monthly updates for misc. donations:
 - i. \$1,325 – The Agnes M Lindsay Trust- Grant for AED machine
 - ii. \$1,000 – Nouria Energy Corp.
 - iii. \$1,000- Chick DeGeorge
- b. Holiday Giving Campaign:
 - i. United Way of Tri-County – 70 Youth will be sponsored
 - ii. Amazon- 40 Kids sponsored
 - iii. Water Corps. – 12 Kids sponsored
 - iv. Goldfish Swim School – collection
 - v. West St. Auto Body – collection
 - vi. Stacy Darling nominated the MYC for inclusion in Benevity Causes Workplace Giving Program
 - vii. Individual sponsors:
 - 1. Carly Fauth
 - 2. Beth Fraunfelter
 - viii. Distribution:
 - 1. Wed., 11/22 from 11:30-2 or 6-7 pm
 - 2. Thurs., 11/23 from 11:30-2 or 6-7 pm
 - ix. Applying for grant to create social emotional learning program for kids and training for staff

6. Other:

- a. Staff carry over time:
 - i. Jen – 10 days
 - ii. Alex – 6 days
 - iii. Ian – VTO: January 7-14, 2022

The listing of matters above are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items may be discussed and other items not listed may also be

brought up for discussion to the extent permitted by law.

Paul Ribot

Name

____12/9/2021_____
Dated

Number of Youth Members utilizing the After-School, Snack and Dinner Program

November

Date	Attendance	Snacks	Dinner
1-Nov	87	23	32
2-Nov	102	20	30
3-Nov	105	32	40
4-Nov	88	38	39
5-Nov	108	43	30
6-Nov	x	x	x
7-Nov	x	x	x
8-Nov	105	22	40
9-Nov	92	40	35
10-Nov	100	22	40
11-Nov	x	x	x
12-Nov	90	21	35
13-Nov	x	x	x
14-Nov	x	x	x
15-Nov	118	37	40
16-Nov	113	30	35
17-Nov	119	47	45
18-Nov	113	27	45
19-Nov	113	27	35
20-Nov	x	x	x
21-Nov	x	x	x
22-Nov	118	32	45
23-Nov	120	35	35
24-Nov	x	x	x
25-Nov	x	x	x
26-Nov	x	x	x
27-Nov	x	x	x
28-Nov	x	x	x
29-Nov	111	48	45
30-Nov	99	20	31

1901 564 677

Monthly Average Snacks:

Monthly Average Attendance:

Monthly Average Dinner:

* We did not have the snack and/or dinner program.

x = No After-School Program.

31.33333333

105.6111111

37.61111111



United Way of Tri-County

Mon	Tue	Wed	Thu	Fri
<p>The Youth Center also offers a free snack and dinner program, due to the collaboration of CACFP, Hockomock Area YMCA and the Milford School Food & Nutrition Services department. We also have a commercial washer and dryer where youth can do their laundry for free.</p>  <p>*Masks are required for entry*</p>				
<p>6 Quiet Zone 2:30-3:30</p>  <p>STEAM 3:30</p>	<p>7 Quiet Zone 2:30-3:30</p>  <p>Arts & Crafts 3:30</p>	<p>1 Quiet Zone 2:30-3:30</p>  <p>Knock Out 3:30</p>	<p>2 Quiet Zone 2:30-3:30</p>  <p>Boxing 3:30</p>	<p>3 Half Day Open Gym 10:30-3:00</p> 
<p>13 Quiet Zone 2:30-3:30</p>  <p>Dodgeball 3:30</p>	<p>14 Quiet Zone 2:30-3:30</p>  <p>Arts & Crafts 3:30</p>	<p>8 Quiet Zone 2:30-3:30</p>  <p>Four Square 3:30</p>	<p>9 Quiet Zone 2:30-3:30</p>  <p>Boxing 3:30</p>	<p>10 Yoga 3:30</p>  <p>Weight room 3:30</p>
<p>20 Quiet Zone 2:30-3:30</p>  <p>Nutrition 3:30</p>	<p>21 Quiet Zone 2:30-3:30</p> <p>Arts & Crafts 3:30</p> <p>Gardening 3:30</p>	<p>15 Quiet Zone 2:30-3:30</p>  <p>Pickleball 3:30</p>	<p>16 Quiet Zone 2:30-3:30</p>  <p>Boxing 3:30</p>	<p>17 Yoga 3:30</p> <p>Weight room 3:30</p> <p>Therapy Dog Training 3:30</p>
<p>27 Winter Break Open Gym 12-3</p> 	<p>28 Winter Break Open Gym 12-3</p> 	<p>22 Quiet Zone 2:30-3:30</p>  <p>Volleyball 3:30</p>	<p>23 Quiet Zone 2:30-3:30</p>  <p>Boxing 3:30</p>	<p>24 MYC Closed for Holiday</p> <p>Happy Holidays!</p>
<p>29 Winter Break Open Gym 12-3</p> 	<p>30 Winter Break Open Gym 12-3</p> 	<p>31 MYC Closed for New Year's Eve</p> 		



The Milford Youth Center is open for youth, ages 8-18 years old (who attend Milford Schools or reside in Milford), free of charge, from 2:15-6:00 pm Monday through Friday (unless otherwise noted on our calendar). MYC Registration & Emergency Contact information due on start date by 1PM. You can find these forms on-line at www.milfordyouthcenter.org (Available in English, Spanish and Portuguese). Dates and times are subject to change. Please review discipline, weather, health and traffic policies!

December

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Respite Center 10:30a-12:30p	2 Kids Play 10a-11:30a	3 UWTC P/U 8:30a-1:30p Half Day Open Gym 10:30a-3p	4 Milford Softball 9a-11:30a Gym and Cages
5	6 Fun Soccer 6:30p-8:30p (Back Court)	7 Senior Walking 10:30a-12p	8 Respite Center 10:30a-12:30p	9 Kids Play 10a-11:30a	10 Respite Center 10:30a-12:30p DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	11 Milford Softball 9a-11:30a Gym and Cages
12	13 Fun Soccer 6:30p-8:30p (Back Court)	14 Senior Walking 10:30a-12p Board Meeting 6:15p	15 Respite Center 10:30a-12:30p	16 Kids Play 10a-11:30a	17 Respite Center 10:30a-12:30p DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	18 Milford Softball 9a-11:30a Gym and Cages
19	20 Fun Soccer 6:30p-8:30p (Back Court)	21 Senior Walking 10:30a-12p	22 Respite Center 10:30a-12:30p Holiday Gift P/U 11:30a-2p 6p-7p	23 Kids Play 10a-11:30a Holiday Gift P/U 11:30a-2p 6p-7p	24 Holiday Closed	25
26	27 Open Gym 12p-3p Fun Soccer 6:30p-8:30p (Back Court)	28 Open Gym 12p-3p	29 Open Gym 12p-3p	30 Open Gym 12p-3p DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	31 Holiday Closed	

January

2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2	3 Recycle Out Fun Soccer 6:30p-8:30p (Back Court)	4 Senior Walking 10:30a-12p Milford Softball 6:30p-8:30p (Gym and Cages)	5 Dion Baseball 6:30p-9:30p (Full Gym and Cages)	6 Milford Softball 6:30p-8:30p (Gym and Cages)	7 DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	8 Milford Softball 9a-1:30p (Gym and Cages)
9	10 Recycle Out Fun Soccer 6:30p-8:30p (Back Court)	11 Senior Walking 10:30a-12p Milford Softball 6:30p-8:30p (Gym and Cages)	12 Dion Baseball 6:30p-9:30p (Full Gym and Cages)	13 Milford Softball 6:30p-8:30p (Gym and Cages)	14 Early Release Open Gym 10:30a-3p DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	15 Milford Softball 9a-1:30p (Gym and Cages)
16	17 Recycle Out MLK JR Day Closed	18 Senior Walking 10:30a-12p Milford Softball 6:30p-8:30p (Gym and Cages)	19 Dion Baseball 6:30p-9:30p (Full Gym and Cages)	20 Milford Softball 6:30p-8:30p (Gym and Cages)	21 DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING Fun Soccer 6:30p-8:30p	22 Milford Softball 9a-1:30p (Gym and Cages)
23	24 Recycle Out Dion Baseball 6:30p-9:30p (Full Gym and Cages)	25 Senior Walking 10:30a-12p Milford Softball 6:30p-8:30p (Gym and Cages)	26 Dion Baseball 6:30p-9:30p (Full Gym and Cages)	27 Milford Softball 6:30p-8:30p (Gym and Cages)	28 DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING Fun Soccer 6:30p-8:30p	29 Milford Softball 9a-1:30p (Gym and Cages)
30	31 Recycle Out Dion Baseball 6:30p-9:30p					

February

2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Senior Walking 10:30a-12p Milford Softball 6:30p-8:30p (Gym and Cages)	2 Dion Baseball 6:30p-9:30p (Full Gym and Cages)	3 Milford Softball 6:30p-8:30p (Gym and Cages)	4 Dion Baseball 6:30p-9:30p (Full Gym and Cages)	5 Milford Softball 9a-1:30p (Gym and Cages)
6	7 Recycle Out Dion Baseball 6:30p-9:30p (Full Gym and Cages)	8 Senior Walking 10:30a-12p Milford Softball 6:30p-8:30p (Gym and Cages)	9 Dion Baseball 6:30p-9:30p (Full Gym and Cages)	10 Milford Softball 6:30p-8:30p (Gym and Cages)	11	12 Milford Softball 9a-1:30p (Gym and Cages)
13	14 Recycle Out	15 Senior Walking 10:30a-12p Milford Softball 6:30p-8:30p (Gym and Cages)	16	17 Milford Softball 6:30p-8:30p (Gym and Cages)	18 Recycle Out	19 Milford Softball 9a-1:30p (Gym and Cages)
20	21 President's Day Closed	22 No School Open Gym 12-3 Milford Softball 6:30p-8:30p (Gym and Cages)	23 No School Open Gym 12-3	24 No School Open Gym 12-3 Milford Softball 6:30p-8:30p (Gym and Cages)	25 No School Open Gym 12-3	26 Milford Softball 9a-1:30p (Gym and Cages)
27	28 Recycle Out					

March

2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Milford Softball 6:30p-8:30p (Gym and Cages)	2	3 Milford Softball 6:30p-8:30p (Gym and Cages)	4 DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	5 Milford Softball 9a-1:30p (Gym and Cages) Milford Baseball 2p-5p (Gym and Cages)
6	7 Recycle Out Milford Baseball 6:30p-9:30p (Gym and Cages)	8 Milford Softball 6:30p-8:30p (Gym and Cages)	9 Milford Baseball 6:30p-9:30p (Gym and Cages)	10 Milford Softball 6:30p-8:30p (Gym and Cages)	11 DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	12 Milford Softball 9a-1:30p (Gym and Cages)
13	14 Recycle Out Milford Baseball 4p-8p (Gym and Cages)	15 Milford Softball 6:30p-8:30p (Gym and Cages)	16 Milford Baseball 6:30p-9:30p (Gym and Cages)	17 Milford Softball 6:30p-8:30p (Gym and Cages)	18 Half Day Open Gym 1030a-3p DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	19 Milford Softball 9a-1:30p (Gym and Cages)
20	21 Recycle Out Milford Baseball 4p-8p (Gym and Cages)	22 Milford Softball 6:30p-8:30p (Gym and Cages)	23 Milford Baseball 6:30p-9:30p (Gym and Cages)	24 Milford Softball 6:30p-8:30p (Gym and Cages)	25 DEEP BUILDING CLEAN, FLOOR MACHINE & RECYLING	26
27	28 Recycle Out Milford Baseball 4p-8p (Gym and Cages)	29 Milford Softball 6:30p-8:30p (Gym and Cages)	30 Milford Baseball 6:30p-9:30p (Gym and Cages)	31 Milford Softball 6:30p-8:30p (Gym and Cages)		



Milford Personnel Board

52 MAIN STREET, MILFORD, MA 01757

WWW.MILFORDMA.GOV

November 23, 2021

Milford Youth Commission
Pearl Street
Milford, MA 01757

Attn: Mr. Steven Sousa, Chairman

Re: Starting Step Adjustment

Dear Mr. Sousa:

Please be advised that at the Personnel Board meeting of November 10, 2021 the members voted to approve that the Asst. Youth Center Director, Ian Mick be placed at a Level 2, Step 5 with an hourly starting rate of \$28.42.

This is in accordance with the Personnel Board Wage and Salary Administration Plan.

If you have any questions, please do not hesitate to contact me at tarikmiranda@hotmail.com or (774) 214-6394.

Sincerely,

Tarik Miranda, Chairman

Cc: Finance Director
Treasurer
Benefits
Retirement
Files

Milford Youth Center

24 Pearl Street
Milford, MA 01757

omrarchitects_{inc}

543 Massachusetts Ave West Acton MA 01720
www.omr-architects.com t: 978 264 0160



Bid Documents July 14, 2014

Structural Engineer:

Foley Buhl Roberts & Associates, Inc.
2150 Washington Street
Newton, MA 02462

Civil Engineer:

Nitsch Engineering, Inc.
2 Center Plaza, Suite 430
Boston, MA 02108

Specifications:

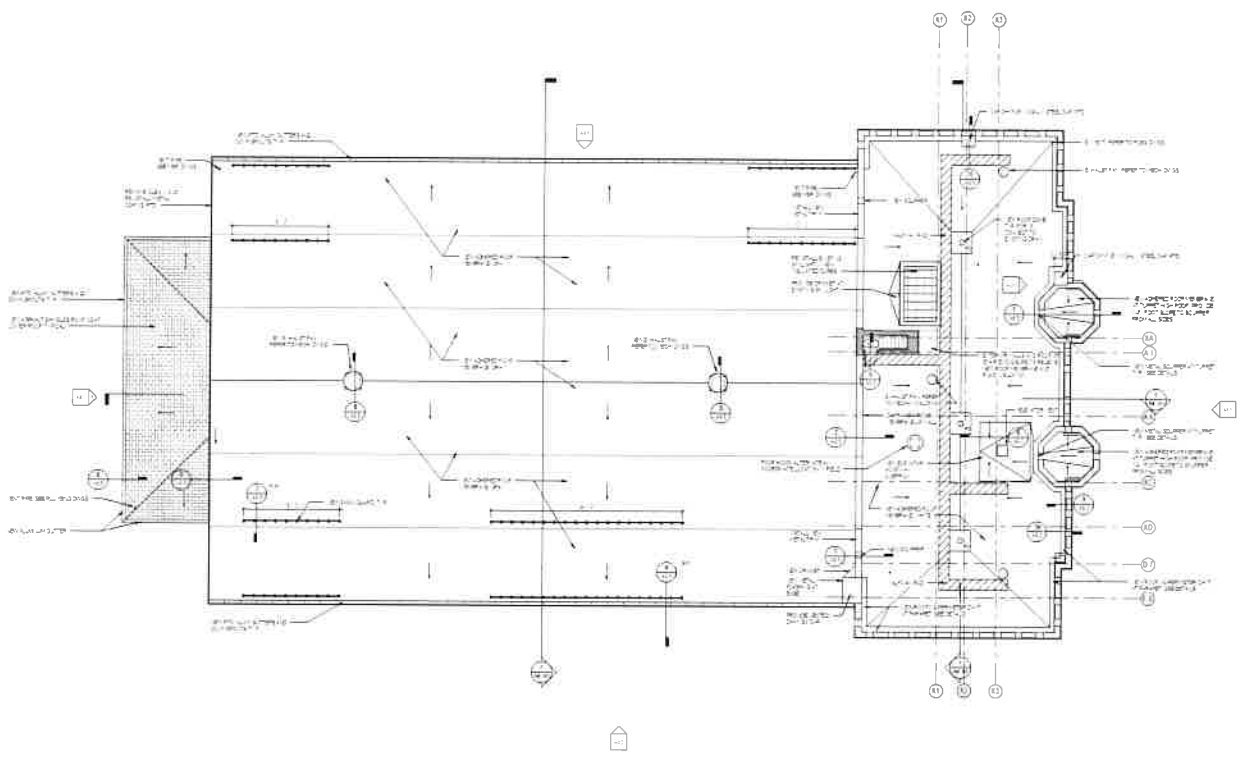
Kalin Associates
1121 Washington Street
Newton, MA 02465

Mechanical / Electrical / Plumbing / Fire-Protection Consultants:

Garcia Galuska DeSousa Consulting Engineers Inc.
370 Faunce Corner Road N.
Dartmouth, MA 02747

Code Consultant:

R.W. Sullivan
529 Main Street Suite 203
Boston, MA 02129



1 Roof Plan
1/8" = 1'-0"



Milford Youth Center
24 Paul Street
Milford, MA 01757

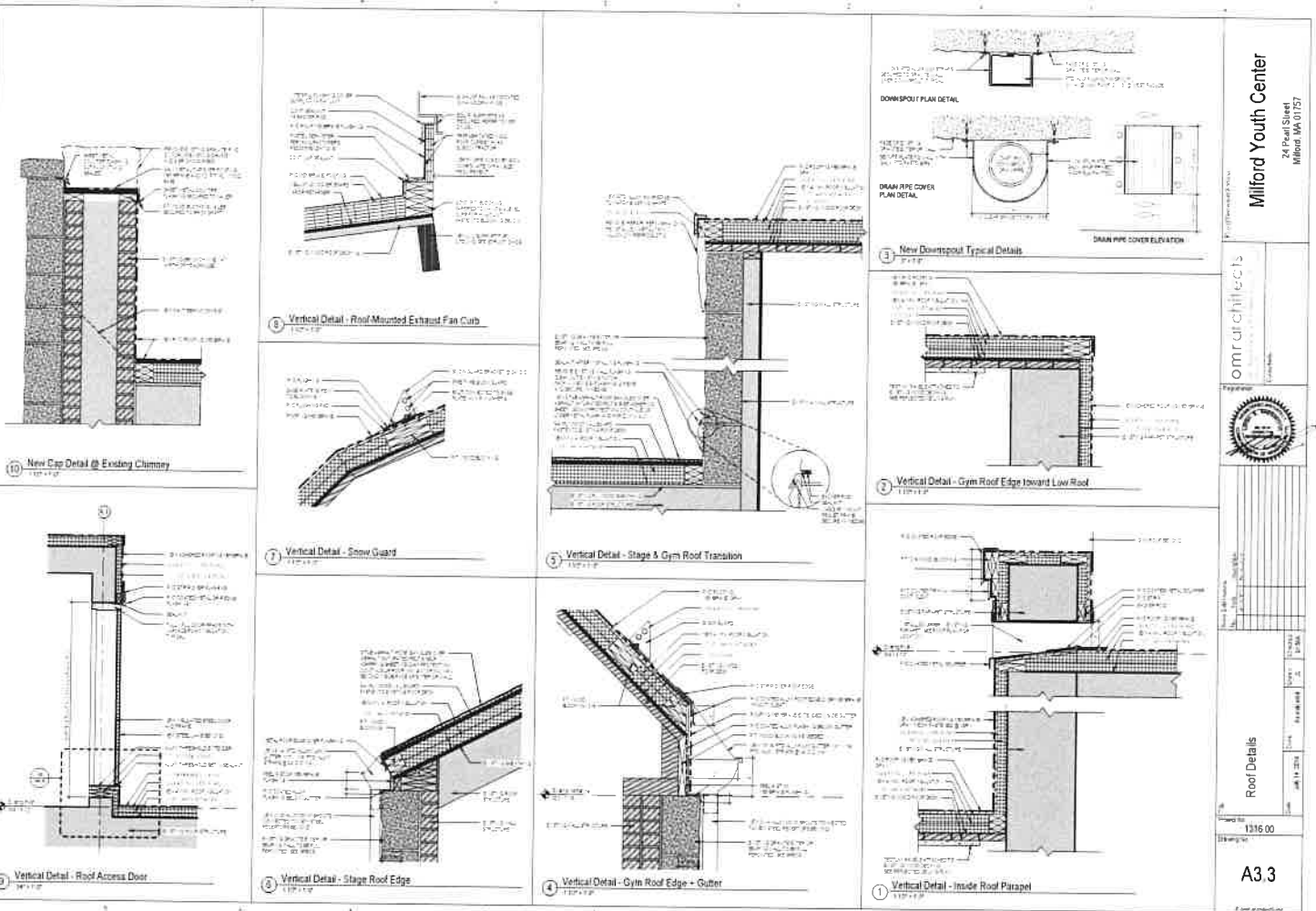
omrarchitects



Sheet No.	Project No.	Date	Scale
1316.00	1316.00	12/15/10	1/8" = 1'-0"

Roof Plan

1316.00
A3.1





TOWN OF MILFORD, MASSACHUSETTS
MILFORD YOUTH CENTER
MILFORD YOUTH COMMISSION
24 Pearl St., Milford, MA 01757
(508) 473-1756 Phone
(508) 473-4388 FAX



Milford Youth Commission Minutes
In-Person Meeting

Date: November 10th, 2021

Time: 6:15pm

Location: Milford Youth Center - Conference Room, 2nd Floor
24 Pearl St., Milford, MA 01757

In-Person Members Present: Ariea Bryan, Michelle Stokes, Darlene Dulude, John Dulude, Chuck Calagione, Brendan Rickert, RJ Sheedy, and Jay Vaz.

Phone Members Present: Steve Sousa

MYC Employees Present: Jen Ward

Guests in Attendance: Paul Seaver, Select Board Chair Michael Walsh, Paul Pellegrini, Chris Burns

- Meeting called to order by RJ Sheedy at 6:18pm, seconded by Chuck Calagione and all in favor via voice vote.
- Brendan Rickert review of first agenda item – **Review of COVID-19 Health Guidelines**
 - Brendan read the email from Dr. Jackie Murphy, Director of the Board of Health. She stated that the event could proceed as long as masks were worn by everyone in the building at all times. She also mentioned her rationale which included vaccination rates and positive case rates.
 - Mr. Walsh “Jackie has concerns but believes we need to get back to normal, the town has invested a lot of money and the building needs to be open. We need to serve the kids.”
 - Chuck Calagione expresses frustration with masks from a communication perspective.
 - Paul Pellegrini- Compliments Jen Ward on how she has handled COVID. “The Youth Center building has been a blessing and we’re here for the kids. This place is a gem. I would see it as a disservice to the town based on other guidelines for the building to not be used more.” He is here to advocate for the kids on how to open things back up.
 - Michelle Stokes “to be clear we have been open and Jen has done a great job”
 - Mr. Walsh- “There’s no bigger supporter but we need to reopen it. I was at a 250 person party, 40 got COVID, we can’t stop living.” Think about being a senior (high school) and how they got robbed.

- Steve Sousa- Thank you all for coming. We do this for the kids, we have been open, we want to keep the kids here, we are grateful for the town's support, we want to avoid risk.
 - Brendan Rickert- we have a responsibility for long term health considerations and we have a legal responsibility to the town.
 - Darlene Dulude moved the motion to a vote "We vote to take the recommendation of the health department and will consult with any questions moving forward. Steve Sousa seconded. Voice vote unanimous.
- Brendan Rickert review of second agenda item – **Hoops Crew request to host annual ALS Fundraising event**
 - Paul Seaver- This is the 9th year of the event, currently using Brookside, Stacey, and the High School. This serves as a pre-season kickoff event for travel basketball program. He is eager to get back to normal and have some positive social and economic impact for the kids and local community. Paul stated "everything will be done by the book."
 - Brendan Rickert raised a concern about a schedule conflict that already exists for Friday.
 - Mr. Walsh respectfully asks to reschedule the group.
 - Jen Ward responds this group has committed to several paying slots and would prefer their contract to be honored. General discussion ensued about changing their time. Paul Seaver said he will cut the hours short on Friday so they wouldn't have to move anyone around.
 - RJ Sheedy asked how many people/teams are attending. Paul Seaver responds- 66 teams, would be more if the Youth Center could be used. 18 in-house teams (Milford teams).
 - Paul Pellegrini- no concessions, bring your own water, no food in the gym. Everyone will be on the lookout for that.
 - Steve Sousa asked Jen about staffing. Jen said she has some confirmed and would need to find a few more. Mr. Walsh asked if we needed more and said he would get a police detail to direct traffic. Chris Burns is the travel coordinator and said he has some additional staff that is helping at all locations.
 - Ariea Bryan asked about the proposed set up of the facility. Paul Seaver explained the layout and set up.
 - Friday 8-5 (7am for set up), Saturday 8-9pm (7am for set up).
 - Darlene Dulude- Asked Paul Seaver about respecting the facility and staff. She asked why he pulled the scholarship. Paul stated the scholarship is run by his mother and nothing to do with him. Paul denies disrespecting the facility and wants to move past previous issues.
 - Steve Sousa bringing the meeting to order and motioned to approve the rental request. Brendan Rickert seconds. Voice vote, Ariea Bryan, Michelle Stokes, Darlene Dulude, Chuck Calagione, Brendan Rickert, RJ Sheedy, and Jay Vaz vote yes. John Dulude abstains.
 - Motion to end meeting by Brendan Rickert, seconded by Chuck Calagione. Voice vote, all in favor. Meeting ends 7:35pm.

Next Meeting:

In-Person

Date: Tuesday, December 14th, 2021

Time: 6:15pm

**Location: Milford Youth Center - Conference Room, 2nd Floor
24 Pearl St., Milford, MA 01757**



TOWN OF MILFORD, MASSACHUSETTS
MILFORD YOUTH CENTER
MILFORD YOUTH COMMISSION
24 Pearl St., Milford, MA 01757
(508) 473-1756 Phone
(508) 473-4388 FAX



Milford Youth Commission Minutes
In-Person Meeting

Date: November 4th, 2021

Time: 6:15pm

Location: Milford Youth Center - Conference Room, 2nd Floor
24 Pearl St., Milford, MA 01757

In-Person Members Present: Ariea Bryan, Michelle Stokes, Darlene Dulude, John Dulude, Sandra Caponi, Chuck Calagione, Brendan Rickert, RJ Sheedy, and Jay Vaz.

MYC Employees Present: Jen Ward

- Meeting called to order by Ariea Bryan at 6:18pm, seconded by Chuck Calagione and all in favor via voice vote.
- Brendan Rickert review of first agenda item – **Approval of Minutes 10/7/21**
 - Minutes were published in meeting packet at which time there was a significant error in the minutes were brought to the boards attention prior to the meeting. As the submitted minutes were not correct and a matter of public record, no changes were made and Brendan Rickert recommended to pass over this item until the minutes were properly resolved. No vote taken
- Brendan Rickert review of second agenda item – **Re-approval of items discussed on 9/13/21 Board Meeting due to the Town IT not putting agenda on Town website.**
 - A complaint made by a town resident alerted the Town Counsel, Attorney Charles Boddy, to the violation of the open meeting law. Attorney Boddy said all votes from this meeting are invalid and must be voted on again. Chairperson Steve Sousa via email asked for further guidance and received none from Attorney Boddy prior to this meeting. Brendan Rickert recommended to pass over the vote as it was unclear what specific actions we would need to take at this time to be in compliance with open meeting law. No vote taken.
- RJ Sheedy Point of Order- Asked who is taking the meeting minutes with the secretary's resignation.
 - Brendan Rickert responds "I am until the position is filled"
 - Darlene Delude asks RJ why doesn't he want to fill the position and what is objective of being on the board. Darlene expressed frustration with the former secretary's resignation. RJ expressed his desire to make an impact in town and does not want the responsibility of the position.
 - Brendan called the meeting out of order and asked members to stay on topic. Meeting continued.

- Brendan Rickert review of third agenda item – **Signing of warrants-**
 - Director Jen Ward reviewed expenses and receipts for:
 - 22-16 Revolving Account for \$36.46
 - 22-18 Revolving Account for \$293.92
 - 22-18 Maintenance Account for \$1,107.83
 - Insert information about items
 - Brendan Rickert asked about water purchases for the town and the rate to see if there was a “bulk discount” we could take advantage of. RJ Sheedy asked about what the account numbers represented and Jen Ward explained the financial reporting requirements.
 - Sandy Caproni motioned to approval all warrants, seconded by Chuck Calagione, voice vote-unanimous.
- Brendan Rickert review of fourth agenda item- **Review of Revolving Account Balance**
 - Director Jen Ward reviewed top line budget expenditures and income.
 - Sandy Caproni asked about the health of the account and Jen Ward responded that she is pleased with the balance given the circumstances. No vote taken
- Brendan Rickert review of fifth agenda item- **Town Emails: Board Members to set up time to go to IT to get a Town Email Account**
 - Brendan stated that he and Arica have both been set up and while the process involved a lot of physical paper work, it was relatively quick and straight forward.
 - Several members said they intend to get set up however that it’s hard to make time during the work day to get this done and wished the IT department would have a virtual system set up. No votes taken.
- Brendan Rickert review of sixth agenda item- **Town Meeting Update**
 - Brendan said town meeting members approved the HVAC budget with overwhelming support. Brendan thanked Attorney Boddy’s support on the article. Director Jen Ward advised the committee the project is being finalized by Mike Dean and then will go out to bid. Due to the delay between the time of the initial quote and when town meeting approved the HVAC system, Town Administrator Rick Villani mentioned to Jen that costs may have increased and we may need to apply for a grant to make up the difference. No vote taken
- Brendan Rickert review seventh agenda item- **Acknowledgement of board resignation: Paige Brown**
 - Brendan thanks Paige for her service and the rest of the board agreed.
 - Chuck Calagione mentioned we now have an even number and it needs to be odd.
 - Board will seek the advice of the Select Board on next steps. No votes taken.
- Brendan Rickert review of eight agenda item- **Discussion on Board numbers and article to lower that was not approved by the select board.**
 - Brendan said it was his understanding that the Select Board felt like this wasn’t appropriate for Town Meeting and we would have to come to them for any changes. Board agreed this isn’t pressing but should set up a dialogue. No votes taken.
- Brendan Rickert review of ninth agenda item- **Recommendation for new Board Secretary to take Meeting Minutes**
 - Brendan asked for any interest, discussed responsibilities of the role. No one was interested and no nominations were made.

- Sani Caproni recommends possibly paying a non-board member to taken minutes. Board found this to be favorable. Chuck Calagione suggested pulling from the high school for community service.
- Discussion ended with a consensus that we should look into this idea and vote on next steps next meeting. No vote taken.
- Brendan Rickert review of tenth agenda item- **Change of meeting day request**
 - Board voted on the 2nd Tuesday of the month moving forward. Next meeting will be December 14th 2021. Other dates of meetings- 1/11/22, 2/8/22, 3/8/22, 4/12/22, 5/10/22, 6/14/22
 - Motion by Brendan Rickert, seconded by Sandi Caproni, voice vote, unanimous.
- Invitation to Speak-
 - Michelle Stokes mentioned the upcoming ALS fundraising tournament run through Hoops Crew. She asked about space availability and process for rental. Director Jen Ward said they would have to follow the process like other renters and traditionally there is a 3 week lead time for rentals. A special meeting needs to take place to waive the rental fee. No action taken by the committee
 - Chuck Calagione wanted to potentially re-address (at a different meeting) the previous vote by the board to lower the board membership to 9. He described benefits of youth membership which is what the original number was supposed to encourage. Brendan Rickert asked about legality of under 18 year olds being voting members of the board but was supportive of non-voting membership.
- Directors report-
 - Assistant director update-
 - First round interviews have been completed. 7 interviews were scheduled with Board Members and HR
 - The final round interviews were completed on 11/2/21 and Jen Ward and (insert HR here) said Ian and Lynn were finalist. Jen recommends Ian as the top choice.
 - Brendan Rickert motions to hire Ian pending CORI, Sandi Caproni seconds, voice vote, unanimous.
 - Brendan Rickert motions to hire Lynn if Ian declines pending CORI, Sany Caproni second, voting in the affirmative Brendan, Sandi, Michelle, Chuck, John, Darlene, Jay, Ariea. RJ- abstains
 - In order to get the pay scale we advertised, we have to get permission from the Personnel Board which is on 11/10/21. Jen and Brendan plan to attend to advocate for the salary.
 - After school program update-
 - Enrollment (please see attached)
 - Upcoming November programs (please see attached)
 - Traditionally the center as provided Thanksgiving meals to families in need however last year we were unable. Jen asked if the board if we should continue the practice.
 - Sandi mentioned that Jen is stretched thin with no assistant director and with the lack of time we should look to next year to resume.
 - No action taken
 - Sandi Caproni leaves at 7:39pm for personal commitments.
 - New part-time staff hire, Anthony Salgado.
 - Brendan Rickert motions pending CORI, Jay Vaz 2nds, voice vote unanimous
 - Board of Health Recommends tables in the kitchen separated by age- 8-11 and 12-18 in light of vaccination status

- The board's request for direct communication of positive COVID cases in the Milford Public Schools was denied due to privacy laws. Dr. McIntyre said he will help as much as possible but cannot release names and positive cases to us.
 - RJ Sheedy did talk to Dr. McIntyre and received the same response.
- Current rentals-
 - Michael Lisnow Respite Center
 - Aaron Anniballi
 - Fun Soccer
- Future Rentals starting in January-
 - Milford Softball
 - Milford Baseball
- Other rental requests-
 - Milford Public Schools event
 - Organizers never followed up but there is still confusion about rental costs and where that money goes among town-related renters
 - All Milford-based groups get a 25% discount on site rentals
 - Jen Ward explained that there are real costs that need to be recouped by the center and wants to find a way to get this information to the public
 - Brendan Rickert mentioned a Town Crier article might be a good way to educate and spark rental interest
 - Holiday Party for Healthy Families-
 - Never replies back
- Kids Play Program
 - Board of Health approved to go forward with 0-5 play group, once a week. \$5 donation per session, parents/guardians must stay
 - Adult open gym- cancelled due to a lack of attendance
 - Staff said there was confusion with mask/unmask policy as for lack of interest
 - Ariea Bryan mentioned the nice weather could be a reason for not a lot of need for an indoor space
 - Will revisit in January
 - Senior Walking- Tuesday mornings from 10:30am- 12pm
- Building Updates
 - Looking to start design work for Dance Room- emailed Town Engineer on 11/1/21 to do RFP for architect to design the space
 - Waiting for the report
 - Snow guards
 - Emailed Town Engineer on 11/1/21
 - No clear timeline on this project.
 - Urgency is higher with winter coming
 - Donations
 - See newsletter for monthly updates
 - Milford Social Club Presentation- Friday, November 5th at 4pm
 - Expected donation from previous conversations with Jim Ligor
 - Holiday giving campaign-

- United Way of Tri-County will sponsor 70 youths, a 20 person increase from last year
 - Sira Naturals, Waters Corps. & Goldfish Swim School also committed to giving
- o Chuck Calagione motions to end the meeting, Brendan Rickert seconds, voice vote unanimous

Next Meeting:

In-Person

Date: Tuesday, December 14th, 2021

Time: 6:15pm

**Location: Milford Youth Center - Conference Room, 2nd Floor
24 Pearl St., Milford, MA 01757**



STANDARD CONTRACT

This AGREEMENT made as of **September 21, 2021** by and between **ENE Systems, Inc., 480 Neponset Street, Suite 11D, Canton, MA 02021**, hereinafter referred to as "the Contractor", and the **TOWN OF MILFORD, MASSACHUSETTS**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "the Town."

WITNESSETH THAT:

WHEREAS, the Town desires to engage the Contractor to render certain services hereafter described,

NOW THEREFORE, the parties hereto do mutually agree as follows;

****GENERAL PROVISIONS****

1. Employment of Contractor. The Town agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth.
2. Scope of Services. The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined reasonable and fairly by the Town, the tasks described within Schedule A, Scope of Services, attached hereto and made a part hereof.

The Town shall have a reasonable opportunity to inspect all services performed by and work product of the Contractor and accept or reject such service or work product.

3. Directives Within Scope of Services. The above tasks and items are not intended to be all inclusive. The Town may add to or delete any items, provided that any added items are of a similar nature, and provided that the total cost of such work does not exceed the total cost as specified in Paragraph 8 hereof. The Contractor shall undertake such work only upon the direction of the Town. All directives and changes thereof in conformance with this Agreement shall be in written form, prepared and signed by the Town and accepted and countersigned by the Contractor or his authorized representatives. Any added tasks or items which are not agreed to be within the Scope of Services by both the Town and the

Contractor, or which will incur costs beyond the total cost specified in Paragraph 8, shall be handled in accordance with Paragraph 13 hereof.

4. Data to be furnished to Contractor. All information, data and reports as are existing, available, and necessary for the carrying out of work, shall be furnished to the Contractor upon request without charge by the Town, and the Town shall cooperate with the Contractor in the carrying out of the Scope of Services.
5. Personnel. (a) The Contractor represents that he has, or will secure at his own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town except as employees of the Contractor. (b) All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. (c) None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the Town.
- 5.1. The Contractor certifies that it is not disbarred, suspended, or otherwise excluded from receiving funds or bidding on any project by any State or Federal Agency.
6. Waiver of Workmen's Compensation and Unemployment Compensation Benefits. It is agreed that the Contractor and Contractor's employees, agents, servants or other persons for whose conduct the contractor is responsible shall not be deemed to be employees of the Town and shall not file any claim nor bring any action for any workmen's compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.
- 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the Town during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the Town in any contract nor to incur any liability on the part of the Town. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
7. Duration. The services of the Contractor are to commence as of the date first written above and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. All of the services required pursuant to Schedule A, Scope of Services, herein shall be completed pursuant to Schedule C, Work Program and Schedule. Any changes in performance dates shall be handled in accordance with paragraph 13, herein. Additional services may be requested at the option of the Town, which

shall be completed by such date as may be established by the Town at the time of authorization subject to mutual agreement of the parties thereto.

- 7.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.
8. Compensation. The Town agrees to pay the contractor the compensation specified in Schedule B. Compensation and Method of Payment, which is attached hereto and made a part hereof, for the above services which shall constitute complete compensation for all services rendered and for such reimbursable expenses as authorized per paragraph 9, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a detailed requisition for payment from the Contractor specifying that he has performed the work and incurred authorized reimbursable costs under this Agreement in conformance with the Agreement, and that he is entitled to receive the amount requisitioned under the terms of the Agreement and approval of said requisition by the Town department responsible for payment of this Contract.
- 8.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.
- 8.2 Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities.
9. Reimbursable Expenses. The Town agrees to reimburse the Contractor only for those direct costs incurred by the Contractor pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B. Compensation and Method of Payment, herein. As the Town is exempt from sales tax, sales tax charges are not reimbursable by the Town.
- 9.1 In the event that this Contract provides for reimbursement by the Town to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.
10. Termination of Agreement for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely manner all obligations under this Agreement, or in the Contractor shall violate any or all of the provisions of this Agreement, the Town shall thereupon have the right to terminate this agreement by written notice to the Contractor of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver of any property, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency laws by

or against the Contractor. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement shall, at the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

11. Termination for Convenience of Town. The Town may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 10 above shall, at the option of the Town, become its property. If the Agreement is terminated by the Town as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed actually bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
12. Changes. The Town may from time to time require changes in the Scope of Services of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation or any change in the work schedule, which are mutually agreed upon by and between the Town and the Contractor, shall be incorporated in written amendments to this Agreement.
13. If the Contractor shall provide services in a manner which is not to the satisfaction of the Town, the Town may request that the Contractor refurnish services at no additional cost to the Town until approved by the Town. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Town, the Town, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute Contract or nonperformance of services with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
 - 13.1 If the damages sustained by the Town exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.
 - 13.2 The Contractor shall not be liable for any damages sustained by the Town due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency with the

nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the official in writing of such cause within fourteen (14) days after its occurrence.

14. Incorporation of Non-Discrimination Laws and Requisitions. It is understood and agreed that if this Agreement is funded in whole or in part by Federal money, that the Contractor is expected, and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of such a nature.
15. Interest of Members of the Town. No officer, member, or employee of the Town and no members of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. The Contractor's attention is specifically called to the Conflict of Interest Law, M.G.L. c. 268A.
16. Interest of Contractor. The Contractor covenants that he has neither presently nor during the period of this Agreement shall have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials of the Town, (b) instances where the Contractor during the period covered by the Agreement was connected as an officer or employee of the Town, (c) instances where the Contractor has an interest in the Community Development Department or any parcels of land therein, covered by the work to be performed under this Agreement.
17. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Town thereto.
18. Findings Confidential. Any reports, information, data, etc. given to or prepared or assembled by the contractor under this Agreement which the Town requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Town.
19. Officials Not to Benefit. (Applicable to Contracts Pertaining to Community Development Department) No Members or Delegates to the Congress of the

United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

20. Identification of Documents. (Applicable to Contracts Pertaining to Community Development Department) All reports, maps, and other documents completed under this Agreement other than documents exclusively for internal use within the Town, shall carry the following notation on the front cover or title page, (or in the case of maps, in the title block):

"The preparation of this (report, map, document, etc.) was financially aided through the Planning Department of the Town of Milford."

21. Publication, Reproduction and Use of Material. (a) Material produced in whole or in part under this Agreement shall not be subject to Copy right, except by the Town, in the United States or in any other country. The Town or its duly authorized representatives have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. (b) The Contractor hereby agrees to provide to the Town copies of the draft of the report, and associated material, in sufficient number, as may be requested by the Town for review and/or working purposes. (c) The Contractor hereby agrees to provide copies of the final report as indicated in Schedule A, Scope of Services.

22. Commission Prohibited. The Contractor warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Town the right to terminate this Agreement, or, in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage brokerage, or contingent fee.

23. This Contract is made subject to all laws of the Commonwealth of Massachusetts.

- 23.1 Jurisdiction and venue exclusively in Worcester County, Massachusetts- This contract is executed and delivered in the Commonwealth of Massachusetts and is governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. The parties hereto expressly agree that the sole and exclusive place, status, and forum of this agreement shall be the County of Worcester, Massachusetts. If either party to this contract brings any action or proceeding, including any arbitration or litigation, against the other party arising out of this agreement, that proceeding shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within Worcester County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the County of Worcester, or the United States District Court sitting in Boston,

Massachusetts. Accordingly, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Worcester County for purposes of any such proceeding, unless the parties identify a more suitable and agreeable jurisdiction and venue and all the parties consent to the more suitable and agreeable jurisdiction and venue in writing.

24. The Contractor shall provide, all its sole expense, all necessary licenses, permits of other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
25. The Contractor shall where applicable take out and maintain during the term of this agreement such Workmen's Compensation Insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Workmen's Compensation Law).
26. The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
27. The Contractor shall keep himself fully informed of all Town Ordinances and Regulations, and State and Federal laws which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify the Town, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, his agents or employees.
28. Audit and Inspection. (a) At any time during normal business hours, and as often as the Town, HUD/or representatives of the Comptroller General of the United States may deem it necessary, there shall be made available to audit, examine and make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records or personnel conditions of employment and other data relating to all matters covered by the Contract. (b) For a period of three years after final payment under this Agreement, the Contractor shall make its work papers, records and other evidence of audit available to the Town or its duly authorized representatives.
29. The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.

30. The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
31. The Contractor shall bear all loss resulting from any cause before performance of service if the service or work product fails to conform to specifications.
32. The Contractor shall assume the defense of and hold the Town, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.
33. This Contract is subject to the availability of an appropriation therefor.
- 33.1 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c.44, s. 53A.
- 33.2 When the amount of the Finance Director's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.
34. Any waiver, expressed or implied, by the Town or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.
35. Attachments. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A - Scope of Services

Schedule B - Compensation and Method of Payment

Schedule C - Work Program and Schedule

Schedule D - Attestation Pursuant to M.G.L. c.62c, sec.49A

Schedule E - Statement of Good Standing

Schedule F - Certificate of Corporate Authority

Schedule G - Certificate of Non-Collusion

Schedule H - Performance Bond

Contract # 2021-

Vendor: **ENE Systems, Inc.**

Amount: **\$23,100.00**

Contract # 2021-

Vendor: ENE Systems, Inc.

Amount: \$23,100.00

SCHEDULE A

SCOPE OF SERVICES

All Labor and Materials as provided in a letter captioned Milford Youth Center Milford, MA Basement Ventilation dated April 20, 2021 attached hereto and incorporated herein by reference.

Contract # 2021-

Vendor: ENE Systems, Inc.

Amount: \$23,100.00

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

\$23,100.00 payable upon completion for all All Labor and Materials as provided in a letter captioned Milford Youth Center Milford, MA Basement Ventilation dated April 20, 2021 attached hereto and incorporated herein by reference.

Contract # 2021-

Vendor: ENE Systems, Inc.

Amount: \$23,100.00

SCHEDULE C

DELIVERABLES AND SCHEDULE

All Labor and Materials as provided in a letter captioned Milford Youth Center Milford, MA Basement Ventilation dated April 20, 2021 attached hereto and incorporated herein by reference.

Contract # 2021-

Vendor: ENE Systems, Inc.

Amount: \$23,100.00

SCHEDULE D

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief have filed all state tax returns and paid all state taxes required under law.

ENE Systems, Inc.

04-2956130

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By:  Date: 9/21/2021
Corporate Officer R. Lindsay Drisko, President
(Mandatory, if Applicable)

- * Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
- ** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Contract # 2021-

Vendor: ENE Systems, Inc.

Amount: \$23,100.00

This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

**SCHEDULE E
STATEMENT OF GOOD STANDING**

In accordance with State and Federal regulations, I
R. Lindsay Drisko hereby certify that we are not disbarred, suspended
or otherwise excluded from receiving funds or bidding on any project by any State or
Federal agency.


Signature

9/21/2021
Date

Contract # 2021-

Vendor: ENE Systems, Inc.

Amount: \$23,100.00

**SCHEDULE F
CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Trustees/Directors of the

ENE Systems, Inc. held on
Name of Organization

May 2, 2006 at which all the Trustees/Directors were present and waived
Date

notice, it was VOTED, that R. Lindsay Drisko President
Name Officer

of this organization, is authorized to execute contract in the name and behalf of said organization,
and affix its corporate seal thereto; and such execution of any contract or obligation in this
organization's name on its behalf by such President under the
Officer

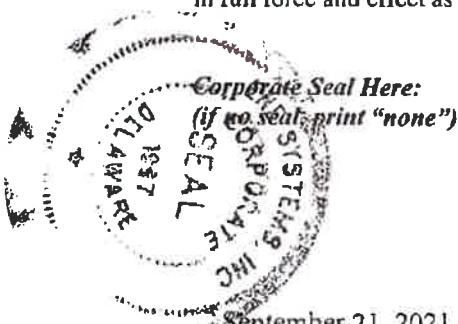
seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the ENE Systems, Inc.
Name of Organization

and that R. Lindsay Drisko is the duly elected President
Type name Officer

of said organization, and that the above vote has not been amended or rescinded and remains

in full force and effect as of this date.



September 21, 2021
Date

R. Lindsay Drisko
Signature

R. Lindsay Drisko
Type name

President
Title

Contract # 2021-

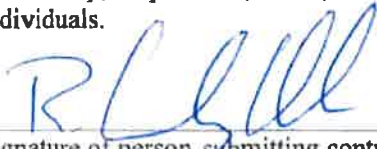
Vendor: ENE Systems, Inc.

Amount: \$23,100.00

SCHEDULE G

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.



Signature of person submitting contract/bid
R. Lindsay Drisko, President

September 21, 2021

Date

ENE Systems, Inc.
Name of Business

Contract # 2021-

Vendor: **ENE Systems, Inc.**

Amount: **\$23,100.00**

SCHEDULE H

PERFORMANCE BOND
[All service contracts in excess of \$40,000.00]

Contract # 2021-

Vendor: ENE Systems, Inc.

Amount: \$23,100.00

****SIGNATORIES****

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate as of the day first written above in the Town of Milford, Essex County, Massachusetts.

CONTRACTOR - ENE Systems, Inc.

By  9/21/2021
R. Lindsay Drisko Date
President

TOWN OF MILFORD

Reviewed and Authorized by:

By  9/21/21
Department Head Date

I hereby certify this contract complies with the provisions of M.G.L. Chapter 30B:

By  9/21/21
Procurement Officer Date

By  9/21/21
Town Administrator Date

APPROVED AS TO FORM:

By  9/21/21
Town Counsel Date

I hereby certify that an appropriation is available for and encumbered against this contract in the amount of:

\$ 23,100

Fund 1000

Account 542-5330

By  9/23/21
Finance Director Date

April 20, 2021

Town of Milford
52 Main Street
Milford, MA 01757

Attn: Mr. Richard Villani

Re: Milford Youth Center Milford, MA Basement Ventilation

Scope of Work

To provide the Milford Youth Center and the Town of Milford and ENE Systems with engineering design services for the installation of *basement ventilation and air conditioning and gymnasium HVAC*.

Project Description

The Milford Youth Center occupies an older armory building in the town center. The existing building consists of multiple large spaces, a multi-story office section, and an administrative section. The building appears to be of early 20th century granite masonry construction.

There is a space located under a domed roof that is current used as a gym. There is a full cellar space under the gym.

The cellar spaces are currently being used as boxing gym, baseball pitching and general storage. The Youth Center is interested in providing general ventilation and air condition to the cellar spaces.

The gymnasium is currently heated with steam unit heaters. The project will include a replacement of these unit heaters with high efficiency, gas fired version of the same.

Project Approach

HVAC

The building air conditioning load will be calculated with the aid of computerized load calculation software. These calculations will be used as our basis for proper equipment sizing, selection, and configuration.

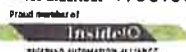
ENE SYSTEMS, INC.

480 NEPONSET STREET, SUITE 11D ■ CANTON, MA 02021 ■ TEL. (781) 828-6770 ■ FAX (781) 821-5523 ■ WWW.ENESYSTEMS.COM

17 VIRGINIA AVENUE, SUITE 201 ■ PROVIDENCE, RI 02905 ■ TEL. (401) 431-1355 ■ FAX (401) 431-1033

MA LICENSE: 1548C ■ S-LICENSE: SS-002099 ■ RI LICENSE: 4983TSC

A Schneider Partner /
Electric

Proud member of
InsiderO
BUTLER'S AUTOMATION ALLIANCE

The basement areas for currently used for various sport training are utilitarian in their design and features. There are no suspended ceilings, decorative or ornamental features in the space. Exposed ductwork and ventilation equipment would be an appropriate application for the space. Ventilation air and dehumidification concerns will be reviewed, and a new ventilation system will be incorporated into the design. With little exterior building exposure of the basement space, the air conditioning loads are expected to be minimal and relatively constant. The requirement for humidity control is perhaps a greater concern. The design will consider equipment features that will provide for dehumidification such as wrap around coils, desiccant dehumidification, and other systems to keep the air dry.

With this proposed work and the recent conversion of the building administrative area, the 'head house', with new HVAC equipment, the building's existing steam boiler heating system deserves a review. The work product will include a review of the building's heating systems. A master plan for the building's utilities will be developed. The work product developed under this proposal will be consistent with a master plan developed for the building.

Electrical

An electrical drawing will accompany the design to ensure adequate power and wiring to the new AC equipment. Assumption is that the proposed design will find room or tap an existing electrical panel and new circuitry and breakers will be added to supply the new equipment. Plans will show new wiring and required devices.

For the purpose of this proposal, it is assumed that the existing electrical service and main distribution has sufficient capacity to power the new equipment.

Schematic Drawing

Following the field survey, load calculations and initial engineering effort, a schematic drawing and presentation materials will be developed and reviewed with the client. The client will have an opportunity to comment on and perhaps modify the course and outcome of the final design drawings.

Design Development

At the 80% complete phase an 80% complete of plans and drawings will be prepared and submitted to the client for review and comment.

Construction Drawing and Bid Document Issue

Drawings for construction, instruction to bidders and contract document issue will be co-jointly prepared with the ENE Systems, Town of Milford for issuance, advertising, and bidding. The design services include a pre-bid walkthrough with the pre-qualified bidders. Subsequent documentation of the walk through is to be produced and, if required, will include question and answer clarifications of the documents and additional instructions.

Services include a review for the bid for compliance with the engineering and technical aspects.

Deliverables

- Report on the Building existing heating system
- Master Plan for the building utility
- Schematic Drawing Presentation Basement HVAC
- Drawings & Specifications
- Load Calculations
- Design and Final Affidavits as required for Mass Controlled Construction
- Regulations Field Inspection and Reports

Standards

Ventilation rates will be based on ASHRAE 62.1 2010 International Building Code with Mass Amendments 2015 International Mechanical Code '15
Mass State Plumbing Code
NEC 70 Mass Electric Code

Fee

The fee for the work will be \$23,100.00 for the work as described herein. Progress invoicing will be delivered with the Schematic, 80% Drawing, Construction Issue and Final Inspection phases.

A non-binding budget estimate for anticipated work effort is attached for reference and may be revised as the project needs develop.

Qualifications

CADD work will be produced in 2D format. 3D CADD visualization not included.

This proposal assumes that the existing utilities, and electrical utilities are of sufficient capacity to provide service to the proposed work. No work is included beyond the proposed work area.

Existing utilities will be marked and indicated on new drawing as taken from existing record files. Where existing services are readily observable, they will be documented. The services under this proposal does not attempt to disclose every concealed utility or document every piece of infrastructure that might require relocation or removal.

Design work shall meet the current requirements of the building and energy code. This proposal does not include efforts for LEED or other cutting-edge energy design considerations.

Sincerely,
Jose Fontes, ENE Systems
(617) 285-6669

CC: Paul Murphy, ENE Systems